# **EXHIBIT H PART 8**

# **Exhibit File Check List**

#### SUPERIOR STAMPEDE

1155 North Colorado Avenue Brush, CO 80723 800-523-6610

### **BUYERS INVOICE** Buyer # 0016

Eastern Livestock

Office:

812 949-9035

135 West Market

New Albany, IN 47150

Fax:

812 949-9060

**LOT # N780** 

3

**Delivery Date** 

10/29/2010

**Auction Date** 

6/23/2010

Contracted:

# Head

Description Weight Spayed Heifers

**Shrink** 

Ave Wt Net Wt 790

Price \$101.00

**Gross Amount** 

59 Delivered:

55

Spayed Heifers 49165 47690

47690

867 \$96.38 \$45,963.62

Total:

55

Seller: \EV Ranch Location: 40 mi. SW of Meeker, CO; , CO

Destination: MALTA, ID

epresentative: Boone Vaughn 970 878-5107

Part Payment Paid:

\$2,360.00

\$45,963.62

Adjustments:

\$0.00

Net Due:

\$43,603.62

Superior Stampede attests that all livestock referenced by this document are of

Superior Livestock Auction by

Eastern Livestock's check was not deposited it was sent for collection and returned "unpaid"

Please remit to Superior Stampede via Wire Transfer or Overnight Delivery of a Check

Please include the Lot Number on your payment

Wire Transfer To: Bank of Colorado, 301 Clayton St, Brush, CO 80723 Routing #107002448 Credit: Superior Stampede, 1155 N Colo Ave, Brush, CO 80723 Acct # 4100022896

> Address for overnight delivery of a check (Fed Ex, UPS or Express Mail) Superior Stampede 1155 N Colorado Avenue Brush, CO 80723

Superior Stampede certifies that the Beef Checkoff assessment on the sale of the cattle referenced on this invoice has been collected and remitted to the proper State Beef Council by Superior Stampede or the appropriate authority.

Thank you for your business. If you have any questions, please call 1-800-523-6610

#### Case 10-93904-BHL-11 Doc 410-40 Filed 03/28/11 EOD 03/28/11 12:22:40 Pg 4 of 12

### SUPERIOR STAMPEDE

LOT# N780 **SELLER** \EV Ranch 970 878-4818

**DELIVERY DATE** Oct 29 2010

BANK

CONTRACT # N48856 12/2/2010 12:42:59 SALE DATE June 23 2010 PAPERWORK REC'D

.00

Date entered 10/29/2010 Entered by FAYE

ADJ TOTAL \$

12/2/2010	12:42	2:59											
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COMMENTS SLA PD 7 DAYS



November 23, 2010

Bank of Colorado P.O. Box 147 Fort Lupton, CO 80621

Re: Collection Request: Eastern Livestock Co LLC Check Numbers: 125060, 125059, 125058, 125056, 125055, 125053, 125044, 125042, 125040, 125036, 125051, 125048, 125046, 125034, 125032, 125030, 125028, 125019, 125017, 125038, 125013

To Whom It May Concern:

This letter is being sent regarding checks presented by your company for collection on the above referenced account.

Your request for collection has been denied due to the following reason(s):

Account does not have sufficient available funds.

If you have any questions, or need further assistance please feel free to contact me at 513-358-9355

Regards,

Katie Block Garnishment Clerk

> not goingto rose paid Ben bornis

Filed 03/28/11

## EASTERN LIVESTOCK CO., LLC

ASTIGN NESTOCK CO., LLC PAYTOTHE ORDER OF

135 West Market New Albany, IN 47150 812-949-9035 **№** 125046

73-27 421

Fifth Third Bank Northern Kentucky

DATE | CHECK No. 10/11/01 125046 \*

\*\*

0 \* \*

EOD 03/28/11 12:22:40 Pg 6 of

AMOUNT \*\*146,935.06

SUPERIOR LIVESTOCK AUCTION, INC 1155 NORTH COLORADO BOX 38 BRUSH, CO 80723

Case 10-93904-BHL-11 Doc 410-40

SIGNATURE

SENT FOR COLLECTION



Business Office P.O. Box 38 Brush, CO 80723 800-523-6610

0016

of



Lot #: N780

LIVESTOCK CONTRACT

THIS CONTRACT made and entered into this 23rd day of June.

**\EV Ranch** 

CO

81650

2010

Phone Number, 970-878-4818

, in Brush, Morgan County, Colorado by and between

hereinafter known as SELLER, and

Eastern Livestock

Phone, 812-949-9035

135 West Market

22593 RBC Rd 5

**New Albany** 

IN 47150

Fax. 812-949-9060

Cell.

, hereinafter known as BUYER. Seller agrees to sell and Buyer agrees to purchase the following described livestock (the livestock) for the consideration set forth in this contract. TAG PROGRAM:

# HEAD KIND/SEX BASE WEIGHT PRICE 59 Spayed Heifers 790 \$101.00

BREED TYPE: Predominately straigt Herefords. May be few black or BWF heifers. Out of top Sand Hills Farms Hereford bulls.

MIXED LOADS: Heifer price will be \$ 0 /CWT under original price of steers.

ORIGIN: Home Raised

COUNTRY OF ORIGIN: USA

FRAME: Medium

FLESH: Medium

HORNS: Dehorned

EST WT VARIANCE: Uneven

FEEDING PROGRAM: Mountain pasture

CURRENT LOCATION: 40 mi. SW of Meeker, CO; 240 mi. W of Denver, Colorado

where the livestock shall remain and be handled in their normal and usual manner until delivery, unless otherwise expressly agreed in writing.

DELIVERY: Seller shall deliver the Livestock to Buyer F.O.B.

on/between

Oct 15-Nov 01, 2010

at the option of the representative.

WEIGHING CONDITIONS: Gather, sort, weigh on the ground w/a 3%.

SLIDE: If the livestock average over the base weight

the price will be adjusted

cents per pound for every

pound

over that weight on the total net pounds.

COMMENTS: Reputation NW Colorado Hereford Ranch. Four family brands. Home raised yearlings. Birth records available.

VACCINATIONS: At weaning: Bovishield 4, One Shot Ultra, 8-Way. Wormed with Ivermectin.

AGE/SOURCE VERIFIED: No.

LIVESTOCK OWNERS' FEED CERTIFICATE ON FILE:

Yes IMPLANTED: None

BANGS VACCINATED: N/A

INSPECTIONS AND WARRANTIES: Seller shall deliver within ninety-five percent (95%) of the above stated number of livestock, exclusive of any stags, crippled, blind, bad eyed, locoed, lump-jawed or otherwise unmerchantable livestock, and any livestock that are not as described above. If Buyer or his agent is present at delivery and the livestock are removed by the camer, such action constitutes inevocable acceptance of the livestock by the Buyer. If Buyer is not present at delivery Buyer shall notify Superior Stampede of any grievance regarding any livestock within twenty-four (24) hours after arrival. Buyers failure to so notify Superior Stampede shall constitute irrevocable acceptance of the livestock and bind him to pay the contract price for the livestock. Seller shall furnish to Buyer any brand and health certificates required for interstate shipment and Federal Law. If additional health certificates, tests, or documentation is required for shipment, it shall be at the Buyer's request and expense. Selier and Superior Stampede warrant that Seller has good and marketable title to the livestock and that the livestock will be delivered free from all security interests, liens or encumbrances. Said livestock are subject to a lien, security interest or chattel mortgage in favor of

which shall be satisfied by Seller prior to or at delivery. Seller agrees to defend title to the livestock and indemnify and hold Superior Stampede and Buyer hamiless from any and all loss or damage on account of any liens, encumbrances, or other defects in title. THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED BEYOND WHAT IS EXPRESSLY SET FORTH IN THIS CONTRACT.

RISK OF LOSS: The risk of loss of the livestock passes to Buyer at the time that the livestock are loaded on the carrier.

PAYMENT OF CONSIDERATION: As consideration for the livestock, Buyer agrees to pay Superior Stampede for the benefit of Seller the price stated above, adjusted by the SLIDE, if applicable. Payment of the price shall be governed by the provisions of this agreement. Buyer agrees to pay Superior Stampede for the benefit of Seller

head, the sum of \$ 2,360.00 , as part payment, upon entering into this contract and to pay the remaining balance to Superior Stampede at the time of delivery. If Buyer is present at delivery, payment is to be made at delivery. If Buyer is not present at delivery, payment is to be received by Superior Stampede no later than the first business day following the day of delivery. Buyer agrees to make payment by wire transfer of funds or by Express Mailing or Federal Expressing a check. If there will be multiple shipments, Buyer agrees to pay for each day's delivery in the manner stated herein. All payments are due and payable in Brush, Morgan County, Colorado.

Selier acknowledges that it has received from Superior Stampede \$30.00 per head, the sum of \$ 1,770.00 , as part payment for the livestock and agrees that the remaining balance, (including the \$10.00 per head received from Buyer and not paid to Seller which is being held in Superior Stampede's Custodial Account for Shipper's Proceeds as a deposit on commission until delivery when the actual commission can be determined), less commission and other lawful charges shall be paid at delivery.

REVERSE SIDE: THIS CONTRACT IS SUBJECT TO ALL CONDITIONS ON THE REVERSE SIDE HEREOF. SAID CONDITIONS ARE A PART OF THIS AGREEMENT. In witness hereof, each party to this agreement has caused it to be executed at Brush, Morgan County, Colorado on the date indicated above.

SELLER:

**VEV Ranch** 

RIJYFR:

BY:

Eastern Livestock

hus felson BY: MANAGER: Chris Nelson

559 288-2131

877 625-6259

559 288-2131

REPRESENTED BY

Boone Vaughn

970 878-5107

970 618-1242

OPEN HEIFERS: Unlass otherwise clated, heifers sold in this contract are not guaranteed open.

PARTIAL INVALIDITY: No partial invalidity of this agreement shall affect the reaminder.

SECURITY AGREEMENT: Buyer hereby grants to Superior Livestock Auction, Inc. a security interest in the livestock described herein, including the products and proceeds thereof, until such time as Superior Livestock Auction, Inc. actually receives final payment of the full purchase price of said livestock on any payment item issued or until Superior Livestock Auction, Inc. actually receives full and final payment for the livestock by cashier's check or wire transfer of funds.

DEFAULT. In case of default of either Buyer or Seller, the defaulting party shall be liable for actual and incidental damages as are permitted by the Uniform Commercial Code, plus court costs and attorney's fees, as well as to any available equitable relief. Default shall exist if full and final payment is not received within one day from the date Buyer takes possession of the livestock described herein, or if the check given in payment for the livestock is dishonored, or upon the death, bankruptcy or insolvency of the Buyer or upon the sale of said livestock without Superior Livestock Auction is written permission. Upon default. Superior Livestock Auction, with or without notice, may exercise any and all rights accorded it by taw and this contract, including but not limited to the following. If Buyer defaults, he will forfeit his \$40 per head part payment. Upon Seller's failure, for any reason whatsoever (other than an act of God), to deliver to Buyer, all cattle purchased hereunder, as herein required, Seller shall promptly refund to Superior Livestock Auction the part payment advanced on such undelivered cattle, plus commission. Superior Livestock Auction will refund to the Buyer the total amount of the part payment advanced by the Buyer. This shall constitute the only liability of Superior Livestock Auction shall also have the option, in the event of default by Buyer, of paying Seller in full for the cattle and of holding and reselling the cattle in a reasonable commercial manner. In that event, Buyer shall be liable to Superior Livestock Auction for all damages incurred, including costs, attorney's fees, and decline in market value of the cattle.

FAILURE TO DELIVER WITHIN 95% OF CONTRACT: In the event Seller fails to deliver within 95% of the cattle soid. Seller will be flable for replacing any cattle not delivered with cattle of equal size and quality or pay the Buyer the difference between the price stigulated in the sales contract and the then prevailing market price on the number of livestock not delivered, based on the average weight of those delivered and/or make the necessary freight adjustment to Buyer at Buyer's option. Replacement of cattle, monetary adjustment and/or freight adjustment shall be at the Seller's expense and Buyer's approval.

GOVERNING LAW: All legal actions instituted for any default in payment or tack of sufficient funds in any financial institution to pay checks tendered, or default by payment with no account checks, shall be determined exclusively by Colorado law.

ARBITRATION OF DISPUTES: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to binding arbitration upon the written demand of any party to this agreement, which demand shall be served on all parties at the addresses set forth herein. The parties shall promptly submit the dispute to the American Arbitration Association (the "AAA") for resolution by a single neutral arbitrator acceptable to both parties, as selected under the rules of the AAA. The dispute shall then be administered according to the AAA's Commercial Arbitration Rules, with the following modifications; (i) the arbitration shall be held in FL Worth, Texas; (ii) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Texas Rules of Evidence and Texas Rules of Civil Procedure; (iii) the arbitrator shall have no power or authority to make any award that provides for consequential, punitive or exemplary damages. Judgement on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Each party to the dispute shall bear its own expenses arising out of the arbitration.

NO ASSIGNMENT OR DELEGATION: No right or interest in this contract shall be assigned by either party, Buyer or Seller. However, both Buyer and Seller acknowledge that Superior Livestock Auction, upon the default of Buyer or Seller, may take an assignment of this contract from either Buyer or Seller and enforce the contract in the name of Superior Livestock Auction.

EXECUTION: Should Buyer or Seller not be present or available to execute the herein contract on auction day, the making of part payment by Buyer, or the receipt and negotiation of part payment by Seller, shall constitute full agreement by Buyer or Seller to the terms and conditions set forth herein. Mailing, postage prepaid, of the herein agreement to Buyer or Seller at their last known address, shall serve as full notice to Buyer and Seller of the said terms and conditions. Failure of Buyer or Seller to object in writing, by facsimile transmission or first class U. S. mail, to the terms and conditions herein, within twenty-four (24) hours after receiving notice, shall constitute a waiver on the part of Buyer or Seller of lack of notice, or agreement, to all the terms and conditions herein.

ACT OF GOD: Seller & Superior Livestock Auction shall not be liable for any delay or failure to deliver any or all of the livestock in case delay or failure is caused by any act of God or by destruction in whole or in part of the livestock. When Seller claims excuse for conperformance under this paragraph, reasonable notice & documented proof must be given to Buyer & Superior Livestock Auction.

ENTIRE CONTRACT: This contract contains the entire agreement between Seller and Buyer and cannot be changed except in writing signed by both parties.

#### Lot Details

Lot# 780 Floor Price: \$0.00

Slash EV Ranch
59 Spayed Heifers Base Wt: 830#
Origin: Home Raised Slide: 4 cents over 830#

Current Location: 40 mi. SW of Meeker, CO; 240 mi. W of Denver, CO

Breed Type: Predominately straigt Herefords. May be few black or BWF heifers. Out of top Sand Hills Farms

Hereford buils.

Frame: Medium
Est. Wt. Var: Uneven
Feed: Mountain pasture

Flesh: Medium
Horns: Dehorned
Bangs: N/A

Delivery: October 15, 2010 - November 01, 2010

Weighing Cond: Gather, sort, weigh on the ground w/a 3%.

Comments: Reputation NW Colorado Hereford Ranch. Four family brands. Home raised yearlings. Birth

records available.

Vaccinations: At weaning: Bovishield 4, One Shot Ultra, 8-Way. Wormed with Ivermectin.

Implanted: None

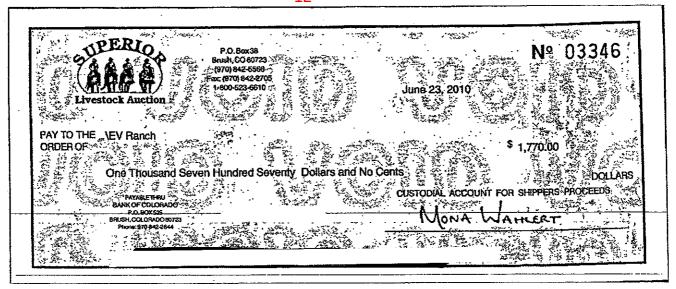
Owners' Feed Certificate on File: Yes

Represented By: Boone Vaughn 970-878-5107 Reg. Manager: Chris Nelson 559-288-2131

cnelson@stampedecattle.com

pistolriverpete@gmail.com





DDA Debits - 07/07/2010

NOTICE: This check must be endorsed by Psyse(s) EXACTLY as name(s) are written on the foot of the check. It any Psyse is acompression, other von-flowload entity. Bank or physical inding institution, there were the signed by an authorized individual, including liver title. ENDORSE BELOW

DDA Debits - 07/07/2010

DEA Behics - 12/02/2011

TO DAYES A PLANTING MATHODORS ALLANDING M

DDA Debits - 11/02/2010

From: Kathleen Zion, Superior Livestock Auction, Inc.

Attention: F

1

Date: November 3, 2010

Please sign and fax back to If you have any questions, you can reach me at 800-523-6610. Your prompt attention to this matter is greatly appreciated.

I hereby authorize Superior Livestock Auction to pay the above check without it being payable jointly

and endorsed by an officer of Mountain Valley Bank, Meeker, CO. This is for one time only.

Case 10-93904-BHL:11 Doc 410-40 Flied 03/28/11 EQD 03/28/11 12 22 40 Ft 12 of

131 Exchange Ave. Suite no. 131 Exchange Ave. 131 Exch



**N**º 03346

Brush: 09.897/282 1970) 842 5666

1-860=523-6610

June 23, 2010

√EV Banch:

22593 RBC Rd 5

Hille, CO 81650

9280-

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Phone: 970-878-4818

101#	#HEAD DESCRIPT	FION DELIVERY DAT	E BASEWT PRICE	And a second and a	PART PMT
N780	59 Spayed Heil	ers Oct 15-Nov 01	790# \$101.00		\$1,770.00
TOTAL	59: HEAD		Part Pmt. Paid on 5	9# HEAD	\$1,770.00
D	EDUCTIONS:				
	No Sale/Scratch Fed	<b>9S</b> 2		C .	50:00
N	ET PROCEEDS:			경계(여성, 아는 다양, 경취) 중	\$1.770.00



PF0-180×38; Baiski (50-867723 (970) 842-5566 Fax: (970) 842-2705 1800-523-6610. . Nº 033**4**6

PAY TO THE MEV Banch

One Thorisand Seven Hundred Seventy Dollars and No Cents

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SPA/SEE/ERIO? BANK GE/C GIGHRADD PER EXPONSE

CUSTODIAL ACCOUNT FOR SHIPPERS PROCEEDS

June 23, 2010 s

